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DECISION

THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

[Protest of Bid Rejection]

FILE: B-202178

DATE: March 4, 1981

MATTER OF: University of Wisconsin/Stevens Point

DIGEST:

Protest of rejection of unsigned bid is summarily denied since prior performance by protester on similar contracts is not sufficient to indicate commitment to perform in accordance with contract requirements.

The University of Wisconsin/Stevens Point (University) protests the rejection of its unsigned bid submitted in response to solicitation R9Z-81-15 (for food services) to the Taylor Lake Youth Conservation Corps program, Chequamegon National Forest.

This case falls within the ambit of our decisions which hold that where it is clear from the protester's initial submission that the protest is without legal merit, we will decide the matter without obtaining a report from the procuring agency. See W. L. Thomas, Inc., B-194700, May 11, 1979, 79-1 CPD 339.

University argues that its failure to sign its bid was simply an oversight. In support of its contention that its unsigned bid should have been accepted, University notes that it has been awarded several similar contracts with the Forest Service, all of which were fully performed. The protester further asserts that award to University would be favorable to the Government because of its experience in providing food services.

We conclude that rejection of University's bid was proper. Generally, a bid, to be responsive, must be signed. 48 Comp. Gen. 648 (1969). However, in certain circumstances a failure to sign a bid may be waived as

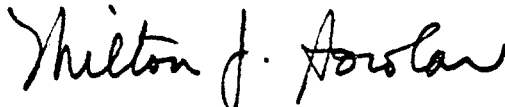
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a minor irregularity. Federal Procurement Regulations § 1-2.405(c) (1964 ed.) allows waiver of a bidder's failure to sign its bid if:

" * * * [the unsigned bid is accompanied by other material] indicating the bidder's intention to be bound by the unsigned bid document * * *."

A signed bid bond, for example, would be such material. University, nevertheless, does not refer to any other material which accompanied its unsigned bid, and which could have reflected its intent to be bound to the terms of the invitation. University's prior performance alone on similar contracts is not sufficient to indicate an intention to be bound by the terms of the contract that would result upon acceptance of the bid, and the fact that award to University might be more favorable to the Government in light of University's experience cannot serve to make its nonresponsive bid responsive.

[The protest is summarily denied.]


Acting Comptroller General
of the United States